

The complaint

Mr T has complained that Sabre Insurance Company Limited ("Sabre") has treated him unfairly in relation to a claim he made following the theft of his vehicle.

What happened

Mr T took out insurance cover for his van in December 2023 with Sabre. In February 2024, he reported to Sabre that his van had been stolen. A few days later, Sabre asked Mr T for certain documentation it would require in order to validate the claim. This included a receipt showing proof of purchase, and some proof of the funds used for the purchase, neither of which Mr T provided.

Sabre told Mr T that it couldn't proceed with the claim. It said Mr T hadn't provided proof of purchase which was required in order to progress the claim further. Mr T was unhappy with this and made a complaint.

In its responses to the complaint, Sabre said that the V5 registration document wasn't proof of ownership, and that the vehicle had been untaxed throughout the duration of the policy.

It also highlighted various other issues with the claim. These included that Mr T had said he used his van for business purposes but that it was only insured for social and domestic use, and that Mr T had refused to provide his phone records as he said there were too many numbers within the records. This meant Sabre couldn't make enquiries about any discussions Mr T had engaged in with the seller of the van around the time of purchase.

Sabre said it had suggested Mr T redact the irrelevant phone numbers in his phone records, but Mr T still didn't provide these. It also said Mr T had a non-disclosed driving conviction within the last five years and that this was something he ought to have disclosed when he took out the policy. It concluded that it wasn't able to validate the claim as Mr T hadn't proven that he owned the vehicle.

Mr T remained unhappy and referred his complaint to this service. He said he'd given all the information at his disposal but that wasn't enough for Sabre. He also said it's not a legal requirement to produce a receipt for the purchase of a vehicle and that the van was used to transport his granddaughter around which has had a significant impact on the family.

Our Investigator considered the complaint but didn't think it should be upheld. She explained that she didn't think Sabre had acted unreasonably by requesting the information it did, before proceeding with the claim. Mr T didn't agree with the Investigator's view, so the complaint has now come to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've decided not to uphold this complaint. I'll explain why.

Mr T's policy says:

"The insurer is entitled under this policy to:

Require proof of ownership and value of the insured property in the event of a loss"

I've carefully considered the statements provided by Mr T and the evidence he's given in support of his claim. My role is to determine whether Sabre has acted unfairly or unreasonably by refusing to progress the claim without the evidence it's asked for.

And I'm sorry to disappoint Mr T, but I'm satisfied Sabre is entitled not to proceed with the claim without the evidence requested. This is because the policy specifies, as set out above, that Mr T would need to provide proof of ownership in the event of the theft of his vehicle. I can see from all the available information that he hasn't done that.

I agree with Sabre that a V5 registration document isn't proof of ownership. And whilst I appreciate Mr T's predicament – he's said he paid cash for the vehicle and there will be no financial records of this such as cash withdrawals as he kept the cash in his home – I'm afraid that doesn't mean he's proven his ownership of the van. I think the circumstances Mr T has outlined around the purchase of the van, would cause any insurer to ask further questions. Sabre has understandably queried why there would be no purchase receipt, or why the seller's phone number wasn't kept, when over £15,000 was handed over in cash to the seller. I don't think it's acted unreasonably by querying this, as I consider most insurers would expect such a large cash transaction to be evidenced by a receipt and the contact details of the seller.

I'm persuaded that Sabre has taken reasonable steps to ascertain details around the vehicle's ownership. It has suggested Mr T provide his phone records from around the time of purchase, redacting anything irrelevant. Mr T hasn't given an adequate response to this. I think it's reasonable for Sabre to ask for those records, as they'd show evidence of contact with the seller around the time Mr T bought the van.

Mr T has asked what would happen if he had a receipt but it was lost since the time of purchase. In such a case I think most insurers would expect that some sort of record would be kept of the seller or of the transaction, given the large amount of cash that was paid. Mr T has responded to our Investigator's view by explaining that he isn't able to provide phone records due to the phone being registered in someone else's name. But I can't see that this is something he told Sabre about previously. And from the records provided by Sabre I can see that he provided a different reason for not providing the records when it asked for them. I think in any event, Sabre is entitled to request proof of ownership in some form, as that is what the policy terms specify.

Overall, I think it's fair for Sabre to not proceed further until it has the evidence it's asked for and is able to confirm proof of ownership. So, I'm sorry to disappoint Mr T, but I won't be requiring Sabre to do anything differently in this case.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 28 December 2024.

Ifrah Malik

Ombudsman